

REMARKS

This Amendment is responsive to the Office Action dated October 20, 2008. Claims 1, 9 and 19-21 are amended and claim 5 is cancelled. No new matter is introduced. Claims 1-4, 6, 7 and 9-21 are pending. This Amendment is accompanied by a Request for Continued Examination.

Applicant's representatives wish to thank the Examiner for taking the time to conduct an interview on January 29, 2009 (hereinafter, "Interview"). During the Interview, the Examiner indicated that the independent claims 1, 9 and 19-21 would be allowable over the cited references if they are amended to incorporate the limitation of dependent claim 5, namely, that the features in the independent claims were recited to be independent of the azimuth angle of the wind power installation. The Examiner preliminarily agreed that if these amendments were made, the claims would be allowable contingent on an additional search. Applicant respectfully submits that the present application is placed in condition for allowance because all of the independent claims are amended to incorporate the feature of original claim 5. The following comments summarize the claim amendments and distinguish the independent claims as now presented from the cited references.

Claims 1-7 and 9-21 are rejected under 35 U.S.C. § 103(a) over U.S. Application Publication No. 2002/0083823, to Rohlfinding et al. (hereinafter "Rohlfinding") in view of U.S. Patent No. 5,980,069, to Guerrero. Claim 1 as amended recites, *inter alia*, "A wind power installation ... comprising: a flight lighting arrangement ... and a cover configured to substantially prevent the light from impinging on the ground in a region within approximately 2000 m around the wind power installation, independently of an azimuth angle of the wind power installation." As correctly recognized by the Examiner, Rohlfinding fails to teach or suggest the cover recited in claim 1. Furthermore, Guerrero is not directed to a wind power installation at all, and both Rohlfinding and Guerrero fail to teach or suggest a cover that prevents light from impinging on the ground in a region within about 2000 meters around a wind power installation independently of an azimuth angle of the wind power installation. In fact, Guerrero is directed to a particular beacon light deflector arrangement that is disclosed in the context of structures without any

moving portions that would result in a variation in azimuth angle. Accordingly, claim 1, and claims 2-4, 6 and 7, which are dependent from claim 1, are allowable.

Claim 9 is directed to a wind power installation that includes, *inter alia*, “a cover positioned beneath the flight lighting arrangement that substantially blocks the light of the flight lighting arrangement from a region below the cover and in an area of more than 0 m to approximately 2000 m around the wind power installation, independently of an azimuth angle of the wind power installation.” In contrast, Rohlfing does not teach a cover that is beneath a flight lighting arrangement and as discussed above, fails to teach or suggest blocking of light within a region around an installation, independently of an azimuth angle thereof. Furthermore, as discussed above, Guerrero fails to teach or suggest a flight lighting arrangement for a structure that has variation in an azimuth angle, and a cover beneath a flight lighting arrangement that blocks light from a region below in an area more than 0 meters to 2000 meters around a wind power installation independent of an azimuth angle of the installation. Claim 9, and claims 10-18, which are dependent from claim 9, are therefore allowable.

Claim 19 recites, *inter alia*, “A wind power installation ... comprising ... a cover configured to substantially prevent the light from the flight lighting arrangement from impinging on the ground in a region of more than 0 m to approximately 700 m around the wind power installation, independently of an azimuth angle of the wind power installation.” As discussed above Rohlfing and Guerrero fail to teach or suggest a cover that prevents light from a flight lighting arrangement to impinge on the ground independent of the azimuth angle. This is also true with respect to a cover that prevents light from impinging on the ground within 700 meters around the wind power installation. Claim 19 is therefore allowable.

Claim 20 recites, *inter alia*, “A wind power installation ... comprising ... a cover positioned with respect to the flight lighting arrangement to permit the light from the flight lighting arrangement be visible only at an angle of approximately -10° to 90° measured from the flight lighting arrangement with respect to the horizontal, independently of an azimuth angle of the wind power installation.” In contrast, Rohlfing and Guerrero taken alone or in combination do not teach a cover positioned with respect to a flight lighting arrangement that only permits light to be visible at an angle of -10° to 90° with respect to the horizontal independent of an

azimuth angle of a wind power installation on which the lighting arrangement is installed.
Accordingly, claim 20 is allowable.

Claim 21 recites, *inter alia*, “A wind power installation ... comprising ... a cover positioned beneath the flight lighting arrangement that substantially blocks the light of the flight lighting arrangement from a region below the cover and more than 0 m to approximately 700 m around the wind power installation, independently of an azimuth angle of the wind power installation.” As discussed above, Rohlfing and Guerrero do not teach or suggest a cover beneath a wind power installation flight lighting arrangement that blocks light from a region more than 0 meters to 700 meters around the installation independently of the azimuth angle thereof. Claim 21 is therefore also allowable.

Applicants respectfully submit that all of the claims remaining in the application are now allowable. Favorable consideration and a Notice of Allowance are earnestly solicited.

The Director is authorized to charge any additional fees due by way of this Amendment, or credit any overpayment, to our Deposit Account No. 19-1090.

Respectfully submitted,
SEED Intellectual Property Law Group PLLC

/Nima A. Seyedali/
Nima A. Seyedali
Registration No. 61,293

NAS:jrh

701 Fifth Avenue, Suite 5400
Seattle, Washington 98104
Phone: (206) 622-4900
Fax: (206) 682-6031

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